IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

Summons for Judgment No.206 of 2004

in

Summary Suit No 3845 of 2003

Mr Gaurang J Mudbidri .. plaintiff

vs

Zion Pharmaceuticals India ... defendant

Ms Sumedha Rao for plaintiff

Mr S.C.Chaturvedi for defendant

CORAM: S.J.VAZIFDAR J.

Dated 25.l.2005

P C:

The suit is filed to recover a sum of Rs.72,622/- together with interest on the sum of Rs.65,87l/- at the rate of 2l% per annum.

The claim arises on account of arrears of salary and benefits payable by th defendants who were the plaintiff's employers. The plaintiff was employed by the defendants from l7th December 200l to 9th December 2002, when he tendered his resignation. The claim is based on a written agreement dated

28th December 200l. Clause 2 thereof specifies claimant's remuneration. The plaintiff by his letter dated l0th December 2002 tendered his resignation. Thereafter the plaintiff addressed several letters to the defendants demanding payment of his dues under the said written agrement after computing them and furnishing details thereof. There is nothing on record to suggest that the computation made by the plaintiff is not in accordance with the written greement.

The defence is that the summary suit is not maintainable. The submission is not well founded. The suit is founded upon the written agreement by which the defendants promised to pay the amount mentioned thereunder.

The next defence is that the plaintiff was bound to obtain no dues certificate from C.T.Agencies and all the Stockists covered by the plaintiff during the course of his employment.This, it was submitted, was on the basis ofthe clause in the agreement. There is no such clause in the agreement. On the same being pointed out it was submitted that the agreement was limited in point of time to the period of plaintiff's probation andthat had the plintiff been confirmed another

agreement would have been entered into, which would have containd such a clause. This submission is not well founded. The only claim in the suit is on the basis of the agreement dated 28th December 200l. The agreement mentioned by the learned counsel appearing for the defendants was not even executed between the parties.

The first notice of demand with respect to interest is letter dated 2lst February 2003.The claim for interest therefore can only be ganted from that date. In the circumstances there is no defence to the suit.

The summons for judgment is made absolute with cost for the sum of Rs.67,87l/- together with interest thereo at the rate of l2% per annum from 2l.2.2003 till payment and/or realisation.